

EXHIBIT A

In re: STANLEY A. RAMIREZ and ANN M. KENNEDY
CASE NO.: 10-34401 DM

JAMES SQUARE BUILDING
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EVANS LAW OFFICES
ATTORNEY AT LAW

CHAPTER 13 RETAINER AGREEMENT

Date: 9/3/2010
Advance Fee: \$1500
Minimum Fee: _____
Costs Deposit: \$274.00
(Filing Fee Deposit)

Stanley Ramirez and Ann Kennedy, "Client", hereby hires The Law Offices of Brette L. Evans, "Attorneys", to provide legal services in connection with Title 11, Chapter 13, United States Code bankruptcy proceedings. Client hereby retains above-named Attorneys to represent, appear and act for client regarding such matters. Client empowers Attorneys to take, or cause to be taken, all steps reasonably necessary and advisable in this matter including, but not limited to, institution of appropriate legal proceedings, investigations and negotiations. Attorneys shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

Client recognizes that legal success depends on total cooperation, trust and respect in and for the Attorneys and the Client. Client authorizes Attorneys to take whatever actions are, in Attorneys' sole discretion, necessary for the successful prosecution, defense or pursuit of Client's matter. Client understands that Attorneys have the right to associate other Attorneys on this matter. Client shall be truthful with Attorneys, cooperate with Attorneys, keep them informed of developments, perform Client's obligation under this agreement, pay Attorneys' bills in a timely manner, and notify Attorneys of any changes in Client's address, telephone number, and whereabouts.

Client further agrees to and understands the following:

1. **MINIMUM FEE**

A. Attorneys' fees in chapter 13 cases are subject to review and approval by the United States Bankruptcy Court. All fees charged herein by Attorneys, including any advance retainer fee and any additional fees required to be paid through Client's confirmed chapter 13 plan, must be approved by the United States Bankruptcy Court in accordance with federal and local court bankruptcy procedures and rules.

B. Attorneys will charge Client a minimum fee in this case of \$ See Guidelines in Rights and Resp. Of this amount, \$1500.00 shall be paid by Client to Attorneys prior to commencement of services as an advance retainer fee. The balance of the minimum fee shall be paid to Attorneys through Client's confirmed chapter 13 Plan. The advance retainer fee and any portion of the minimum fee to be paid through Client's confirmed chapter 13 Plan are subject to review and approval by the United States Bankruptcy Court.

C. In the event Client's chapter 13 Plan is not confirmed by the bankruptcy court, or if Client's case is dismissed prior to completion of all payments required thereunder, any unpaid portion of the minimum fee will become immediately due and payable directly by Client.

D. Attorneys shall bill Client for all time spent on Client's matters, and all costs expended or incurred on Client's behalf, in accordance with Paragraph 2, below. Attorneys shall apply the minimum fee set forth above toward all time and expenses accrued and incurred. In the event Attorneys' charges for time and costs exceed the minimum fee set forth above, Attorneys may seek approval of the United States Bankruptcy Court for payment of such additional fees and costs to be paid out of Client's chapter 13 Plan payments. Attorneys shall provide Client with written notice of any such requests for approval of additional fees and costs.

E. In the event Client's chapter 13 Plan is not confirmed by the bankruptcy court, or if Client's case is dismissed prior to completion of all payments required thereunder, any unpaid portion of additional fees and costs shall become immediately due and payable directly by Client.

F. The sum set forth above as a "costs deposit" represents the court filing fee required for filing Client's chapter 13 petition. This filing fee must be paid in full prior to the filing of Client's chapter 13 petition.

2. HOURLY RATES AND BILLING FOR FEES AND COSTS

A. HOURLY FEES

Client agrees to pay for the legal services provided for in this Agreement at the following hourly rates:

Attorneys	\$ 300.00 per hour (only applicable when fees exceed guideline)
Legal Assistant	\$ 75.00 per hour.

Legal services will be billed in increments of 1/10 hour. Fees will be incurred for all time spent with or on behalf of Client in connection with all matters related to Client's bankruptcy proceedings. Attorneys anticipate that such matters may include, but not be limited to, the following: initial and subsequent office and telephone consultations with Client necessary to complete and file the petition and accomplish any and all other tasks that may arise in Client's case through discharge or dismissal of the case; appearance at the court-scheduled creditors' meeting and any continuances thereof; appearance at all hearings for confirmation of Client's chapter 13 Plan; responding to informational calls from creditors from the beginning of representation through discharge or dismissal of the case; representation of Client with regard to any and all contested claims, adversary proceedings, motions for relief from stay, negotiations with creditors, preparation or negotiation of reaffirmation agreements, motions for removal of judgment liens, and other adversarial or contested matters; performing legal research; drafting or responding to discovery requests; drafting pleadings and other documents; drafting letters; corresponding by letter or telephone with creditors or other third parties; appearing for and representing Client in court; travelling to and from and waiting in court for appearances on Client's behalf; and any and all other work performed in connection with the matters described in this paragraph.

B. COSTS AND EXPENSES

In addition to hourly legal fees, Client shall be billed for all costs and expenses reasonably incurred by Attorneys in representing Client, which may include, but not be limited to, the following: service of process fees; court filing fees; court reporters' fees; jury fees; witness fees; long distance telephone charges; expert fees; messenger and delivery fees; photocopying at \$.20 per page; postage; parking; tolls; mileage at 25 cents per mile; travel expenses (including air fare at coach rates, lodging, meals, and ground transportation).

C. AMENDMENT FEES

Clients shall pay court filing fees for any amendments due to omitted creditors. It is not the responsibility of the attorney to locate a client's creditors. If the client is uncertain, a credit report is recommended. The client agrees that it is their responsibility to provide attorney with all of their current and up to date debt information (i.e. creditor's name, address, account number and balance). Client also agrees to review all of their documents for thoroughness, and that once the documents are signed, that they understand that amendment fees may accrue. Due to the extra time involvement necessary in working through the process of amending documents, there is an extra charge for these services. There are Court fees for amending schedules D, E, F, and the Creditor Matrix. The fee for amending each schedule is \$26 and shall be paid directly from the clients'. (Schedule D: secured debt; Schedule E: Tax Debt; Schedule F: unsecured debt). In most cases, the Schedule that will need to be amended is Schedule F; the Creditor Matrix must also be amended with any debt schedule amendment.

_____ I have read and understood the foregoing paragraph.

D. PAYMENT

Client shall be billed periodically for all costs incurred and time spent by Attorneys and their professional staff as set forth above. Subject to review and approval by the United States Bankruptcy Court of all fees and costs incurred in Client's case, payment for such services shall be made by the Chapter 13 Trustee out of payments made by Client pursuant to Client's confirmed chapter 13 Plan. In the event Client's chapter 13 Plan is not confirmed by the bankruptcy court, or if Client's case is dismissed prior to completion of all payments required thereunder, any unpaid portion of additional fees and costs shall become immediately due and payable directly by Client.

E. FINANCE CHARGES

In the event Client's chapter 13 Plan is not confirmed by the bankruptcy court, or if Client's case is dismissed prior to completion of all payments required thereunder, any unpaid portion of all hourly fees and costs incurred will become immediately due and payable directly by Client. If the balance due is not paid within thirty (30) days from the date a bill is sent to Client, it will be deemed past due. Interest will accrue on past due accounts at the rate of ten percent (10%) per year from the date of initial billing. Attorneys shall add a charge of \$25.00 for any payment check that is returned for insufficient funds.

F. LIEN

Client hereby grants Attorneys a lien on any and all undisbursed funds paid by Client to the Chapter 13 Trustee pursuant to Client's proposed and/or confirmed chapter 13 Plan. Attorneys' lien will be for any fees and costs approved by the United States Bankruptcy Court that remain due and owing by Client to Attorneys at the time of dismissal of Client's chapter 13 case prior to discharge and/or completion of the Plan.

G. DISPUTES

In the event of legal action to enforce any provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

3. DISCHARGE AND WITHDRAWAL

Client may discharge Attorneys at any time. Attorneys may withdraw only for good cause. Among the facts constituting good cause are Client's breach of this agreement, Client's refusal to cooperate with Attorneys or to follow their advice on a material matter, or any fact or circumstance which would render Attorneys' continuing representation of Client unlawful, unethical, or impractical. Attorneys and Client each agree promptly upon request to sign any document reasonably necessary to complete Attorneys' discharge or withdrawal. After Attorneys' discharge or withdrawal, Client shall continue to be responsible for fees and costs associated with forwarding correspondence or other actions needed to protect Client's rights.

4. TERMINATION OR CONCLUSION

Upon the termination or conclusion of Attorneys' services due to dismissal of Client's case prior to discharge and/or completion of Client's chapter 13 Plan, all unpaid charges for services rendered and costs incurred or advanced through the termination or conclusion date shall become immediately due and payable. Attorneys acknowledge their obligation, upon Client's demand, to deliver Client's file to Client at or after the termination or conclusion of Attorneys' services. In such event, Client agrees to reimburse Attorneys for photocopying Client's file at a rate not to exceed \$0.20 per page.

Client hereby authorizes Attorneys to destroy Client's file and all documents in Attorneys' possession related to the legal services provided pursuant to this Agreement one year after such services have been completed.

5. COMMENCEMENT OF SERVICES

Attorneys' obligation to provide legal services to Client shall not begin until and unless the sums required for advance retainer fees and costs deposits, as set forth above, are paid in full in accordance with the terms of this agreement.

6. ERRORS AND OMISSIONS INSURANCE COVERAGE

Pursuant to the requirement of California Business and Professions Code, you have been notified that Attorneys herein do presently maintain errors and omissions coverage for the services to be rendered under this agreement.

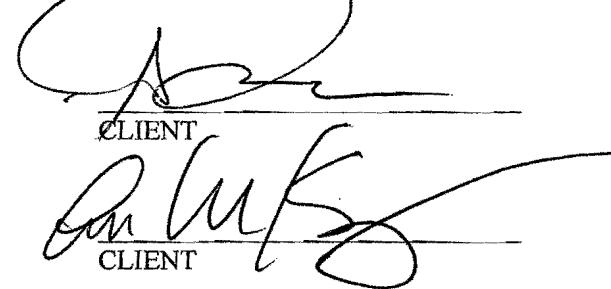
7. SPECIAL APPEARANCE COUNSEL

Client acknowledges that attorney employs associate attorneys, as well as "specially" retained attorneys. The associate or retained attorney is an agent of Evans' Law Offices and has the same duties and responsibilities as the lead attorney for each case, including the utmost duty of confidence. Any fees for such additional work are as set forth otherwise herein. In cases in which the fees are either pursuant to guideline or a flat fee, there will be no additional charge to the client, other than the standard hourly rate as set forth in Para. 2A, if applicable. Clients hereby authorize and agree that associate or specially retained attorneys may appear on behalf of attorney/client for any court appearances, or other matters as may be necessary in the sole discretion of the lead attorney.

SR/AK I have read and understood the foregoing paragraph.

* * *

I have read and understand the foregoing Retainer Agreement, and I agree with all the terms and conditions therein. This Agreement was made on 10-22, 2010, at _____, California.



The image shows two handwritten signatures in black ink, one above the other, positioned between two thin horizontal lines. The top signature is a stylized 'A' and the bottom one is a stylized 'M'. Below each signature, the word 'CLIENT' is printed in capital letters.

EVANS LAW OFFICES

By: B. Evans